

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: George M. Light Jr. Diana L. Light Debtors	Chapter 13 Proceeding 18-01722 HWV
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NOTICE OF FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC

Now comes PENNYMAC LOAN SERVICES, LLC ("Creditor"), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtors' request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtors recently requested a forbearance period of three (3) months in which the Debtors will not tender mortgage payments to Creditor that would come due on the mortgage starting April 2020 through June 2020. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtors or Debtors' counsel to determine when Debtors will be able to resume making mortgage payments and when/how the Debtor will cure the delinquency created by the forbearance period ("forbearance arrears"). Once the forbearance plan ends and the Creditor and Debtors or Debtors' counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-

payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

/s/ Jill Manuel-Coughlin
POWERS KIRN, LLC
Jill Manuel-Coughlin, Esquire; ID #63252
Harry B. Reese, Esquire; ID #310501
Sarah K. McCaffery, Esquire; ID #311728
Eight Neshaminy Interplex, Suite 215
Trevose, PA 19053
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Email: bankruptcy@powerskirk.com
Attorney for Movant

Dated: April 22, 2020

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IN RE: George M. Light Jr. Diana L. Light	Debtors	Chapter 13 Proceeding 18-01722 HWV
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CERTIFICATE OF SERVICE

I, JILL MANUEL-COUGHLIN, counsel for PENNYMAC LOAN SERVICES, LLC, hereby certify that a copy of the Notice of Forbearance Agreement was served upon the following persons by electronic notification and/or first class U.S. mail, on April 22, 2020:

Parties Served via Electronic Notification:

Michael R. Caum, Esquire
P.O. Box 272
Shrewsbury, PA 17361
Attorney for Debtors

Charles J. DeHart, III, Esquire
8125 Adams Drive, Suite A
Hummelstown PA 17036
Trustee

Parties Serviced via First Class Mail:

George M. Light Jr.
Diana L. Light
427 N. Main Street
Shrewsbury, PA 17361
Debtors

/s/ Jill Manuel-Coughlin
POWERS KIRN, LLC
Jill Manuel-Coughlin, Esquire; ID #63252
Harry B. Reese, Esquire; ID #310501
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